DOCUMENT RESUME

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ABSTRACT

An actual contract form used for architectural services is presented. Fees, duties, and services are included. Services are listed in the following phases--(1) schematic design, (2) design development, (3) contract document, and (4) construction. Extra services are listed, and owner's responsibility with regard to cost estimates is given. Construction cost is defined, and the payment schedule is given according to progress of the project. Other provisions include--(1) accounting records, (2) abandonment provisions, (3) termination of agreement, (4) ownership of documents, (5) changes, (6) insurance, (7) successors, and (8) special provisions. (FS)

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Form 454-20
Revised 3/14/66

ED037006

ARCHITECT'S CONTRACT

Whereas, certain monies have been appropriated by the General Assembly for state school building aid pursuant to the provisions of sections 3318.01 to 3318.20, inclusive, of the Revised Code, and

Whereas, all of the procedures prescribed by sections 3318.02 to 3318.091, inclusive, Revised Code, have been duly complied with, the state board of education and the _____ _____ school district board desire to proceed with a project for the construction of the classroom facilities, hereinafter referred to as 'the project' for _____ _____ School District, _____ County, at a cost not to exceed $_____ of which $_____ is to be provided by the school district board and the remaining amount of the estimated cost thereof in the sum of $_____ is to be supplied by the state board of education;

Now, therefore, this agreement, made and entered into this _____ day of _____ 19____, by and between the state of Ohio, hereinafter referred to as the owner, acting by and through the _____ school district board, and _____ _____ hereinafter referred to as the architect, witnesseth:

The state of Ohio does, under the conditions named below, hereby employ the architect for the rendition to it, of professional services with respect to said project, as hereinafter set forth.

The scope of the said project shall include: (description from conditional approval)

EF 000 963

The architect agrees to perform professional services for the above project, as hereinafter set forth.

The school district board agrees to pay the architect as compensation for the basic services six percent (6%) of the project construction cost, hereinafter referred to as the basic rate, which applies to the project let under stipulated sum construction contracts, plus other payments and reimbursements, as hereinafter provided.

THE PARTIES HERETO FURTHER AGREE TO THE FOLLOWING CONDITIONS:

I. THE ARCHITECT'S SERVICES

A. THE ARCHITECT SHALL:

1. Comply with the provisions of sections 153.50 to 153.99, inclusive, and other applicable sections of the Revised Code of the state of Ohio as if written herein.

2. Furnish and perform to the best of his ability all of the various architectural-engineering services required or necessary to complete the project.

3. Use as title of the project in all contract documents the title designated in the conditional approval of the state board of education and provide the type of approval spaces and size of sheets as instructed by the school district board.

4. Visit the site of the project and familiarize himself fully with the conditions and limitations.

5. Investigate the surface and subsoil conditions at the site; and if additional property line, topographical surveys, borings, or other tests are deemed necessary to determine bearing values, shall make recommendations in writing to the school district board, to that effect.

B. BASIC SERVICES OF THE ARCHITECT

1. SCHEMATIC DESIGN PHASE

a. As soon as the architect has received his contract, an orientation meeting shall be held in the offices of the superintendent of public instruction to acquaint the architect with proper procedure to be followed as well as the source of all pertinent information, materials, and data that will be required for the proper preparation of his plans.

b. Prepare a probable construction cost estimate for approval by the school district board and superintendent of public instruction.

c. Following this meeting the architect shall confer with the school district board to ascertain their wishes in various matters. This and the information secured in (a) above shall serve as a guide in the preparation of his project analysis and preliminary schematic study.

d. Prepare schematic design studies leading to a recommended solution together with a general description of the project showing relationship of various departments, rooms and facilities. Include a rough plot plan showing location of structure as well as its relationship to existing facilities.

e. Submit one copy to the school district board for approval and forward three copies to the superintendent of public instruction for his approval.

2. DESIGN DEVELOPMENT PHASE

a. When the preliminary schematic sketches have been approved by the school district board and the superintendent of public instruction, the architect shall be directed, in writing, by the school district board to proceed with the preparation of the design development.

b. The architect will then prepare drawings sufficiently completed in detail to indicate the proposed design and arrangement of the structure:

(1) Plot Plan - to indicate location of structure, showing relationship to existing structures and site characteristics, compass orientation, existing elevations in relation to footer depths, and necessary improvements.

(2) Floor Plans - to show complete arrangements of all spaces with sufficient indication for identification of the following typical installations: pipe spaces, ventilation system, plumbing, heating, electrical layouts and over-all dimensions, room sizes, square foot area, floor and wall finishes, and other basic facilities, including fixed equipment.

(3) Elevation and Section Drawings - to indicate clearly the proposed general design, proposed floor height and any unusual features.

(4) Diagram - to indicate basis on which square foot area and cubage calculation was computed.

(5) Outline Specifications - to describe clearly the type of structure, construction, materials, mechanical equipment and fixed equipment.

(6) Estimate - to verify probable project construction cost. Submit three copies of the design development drawings, outline specifications, and design development estimate for approval by the school district board and the superintendent of public instruction.

3. CONTRACT DOCUMENT PHASE

Thereafter upon approval in writing by the school district board and approval or modification by the superintendent of public instruction;

a. The architect will prepare documents which shall be included in and incorporated in the contract. The architect shall not undertake any changes in scope or scheme from approved documents except upon the direction of or with written approval of the school district board and the superintendent of public instruction.

b. Prepare complete working drawings, showing full development of the design development drawings; showing all necessary dimensions including footing, foundation, basement or ground floor, all other floors, attic and roof plans, all elevations, longitudinal and transverse sections, large scale wall sections, exterior and interior details; complete drawings for structural, plumbing, heating and ventilating, electrical and other mechanical systems; and for all fixed equipment, and for water supply and sewage treatment systems when so requested in writing by the school district board and the superintendent of public

instruction. The architect shall also indicate on these drawings, and make provision for, all utility services, interior distribution and the outlets and connections for service connected equipment.

c. Prepare copies of the specifications and incorporate in them certain forms of general conditions, such form of bonds as are prescribed by statute, proposals, advertisements for bids and any other necessary documents as required by the superintendent of public instruction.

d. Furnish estimates of cost in the form prescribed.

e. The architect shall furnish twenty (20) copies of approved working drawings and specifications. Distribution shall be as directed by the school district board.

f. Prepare as-built drawings showing construction changes in the work and final locations of mechanical service lines and outlets as required by the school district board.

g. Submit copies of all working drawings, specifications, and estimates of cost to the school district board and the superintendent of public instruction for their respective approval.

4. CONSTRUCTION PHASE

a. Bidding and Award of Construction Contracts

(1) Upon written approval by the school district board and the superintendent of public instruction of documents that shall be included in and incorporated into the contract the architect shall arrange with the superintendent of public instruction for a bid opening date.

(2) Assist school district board to issue bid advertisements and bidding documents to prospective bidders.

(3) Prepare bid tabulation forms.

(4) Assist the school district board and the official representative of the superintendent of public instruction in tabulating bids, recommending awards and furnishing data for preparation of the construction contract agreements.

b. Supervision of the Work

(1) The architect shall vigorously endeavor to guard the owner against defects and deficiencies in the work of contractors and he shall forthwith notify the owner of any work not conforming to contract documents.

(2) Inspection of the Work

(a) The architect or his representative shall provide adequate inspection including but not limited to the following:

i Continuous as required:

Placing and finishing of plain and reinforced concrete.
Placing gypsum roof decks.
Laying roofing.

ii Daily or as required during:

Masonry construction.
Carpentry construction.
Marble and ceramic tile placement.
Caulking and painting application.
Other trades and operations.

iii Periodic:

Immediately prior to start of a new trade or operation to inspect previous work and material before it is incorporated into work. Immediately after start of new trade or operation to verify quality and conformance of sample of work. At completion of work of a trade or operation to inspect quality of work and conformance prior to placing of subsequent work.

(3) Administration

(a) THE ARCHITECT SHALL CHECK CONSTRUCTION SCHEDULES AND INFORM THE OWNER MONTHLY OF THE PROGRESS OF PROJECT WORK.

(b) Maintain construction accounts with contractors, audit contractors' applications for payment, and certify contractors' estimates for payment in amounts approved by architect on forms as required by superintendent of public instruction. Four copies shall be directed to the school district board and one (1) copy shall be directed to the superintendent of public instruction. Prepare change orders for approval by school district board and by the superintendent of public instruction.

(c) Check and approve color and finish schedules, shop drawings and materials samples previous to their incorporation in the work to ascertain compliance to contract documents.

(d) Prepare and furnish all necessary copies of full size detail drawings, color schedules, etc., for proper execution of the work.

c. Final Inspection and Acceptance of Project

When the project is considered to have been completed by the contractor and all branches of the work comply with contract documents, the architect shall so notify the school district board and superintendent of public instruction and arrange for a joint final inspection by contractors, architect, school district board representative and state board representative. A list of observed defects or omissions, if present, will be made and after their correction, the architect shall so certify to the school district board and the superintendent of public instruction.

The architect shall assemble written guarantees required of the contractors and issue architect's certificate of final completion. A letter of acceptance of the project is required from the school district board before the final payment is paid to the contractor.

Architect shall then certify the final contractors' estimate for payment and assist the superintendent of public instruction in final settlement of all matters pertaining to the contracts.

II. EXTRA SERVICES OF THE ARCHITECT

If any of the following services is deemed by the school district board to be desirable, it shall use its best efforts to enter into a supplemental agreement to provide for any of the following services:

A. Making measured drawings of existing construction when required for planning additions or alterations thereto.

B. Revising previously approved drawings or specifications to accomplish changes ordered by the school district board and the owner.

C. Preparing documents for alternate bids requiring extensive alternate designs and change orders requested by the owner.

D. Supervising the replacement of any work damaged by fire or other cause during construction.

E. Additional services should the contractor default due to delinquency or insolvency.

F. Providing prolonged contract administration and inspection of construction should the construction contract time be exceeded by more than 25% due to no fault of the architect.

G. Other services as approved by the school district board and the owner.

III. THE OWNER'S RESPONSIBILITIES

A. The superintendent of public instruction shall provide full information as to the requirements for the project including educational specifications when available.

B. The superintendent of public instruction shall designate, when necessary, representatives authorized to act in his behalf. He shall examine documents submitted by the architect and render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the architect's work. He shall observe the procedure of issuing orders to contractors only through the architect.

C. The school district board shall furnish a certified survey of the site, including grades and lines of streets, alleys, pavements, and adjoining property, rights of way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries, and contours of the building site; locations, dimensions, and complete data pertaining to existing buildings, other improvements and trees exceeding 8" diameter; full information as to available service and utility lines both public and private; and soil mechanics investigation tests and reports necessary for determining subsoil conditions.

D. The school district board shall pay for structural, chemical, mechanical or other tests when required by the superintendent of public instruction.

E. The school district board shall arrange and provide for legal and auditing advice and services if required for the project.

F. The school district board shall pay for approval of plans (plan inspection fees).

IV. ESTIMATES OF PROJECT CONSTRUCTION COST

A. The architect shall furnish estimates of probable project construction cost. Due to market fluctuations and other conditions beyond his control, the architect

cannot and does not guarantee estimates of project construction costs; however, he shall notify the owner if he cannot design the project authorized within the limits of the encumbered funds for the project.

B. If the estimated construction cost or the lowest bona fide proposal is in excess of the limit stated herein, the owner shall give written approval of an increase in the limit or the owner and the architect shall revise the project as to scope or quality to reduce the cost as required.

V. CONSTRUCTION COST

A. Construction cost, as herein referred to, means the total cost of all work designed or specified by the architect, including accepted alternates, change orders and equipment, but does not include any payments made to the architect or consultants.

B. Construction Costs:

1. Prior to reception of bids, construction cost shall be based on the architect's estimate of project construction cost as defined above.

2. After bids are received, construction cost shall be based on the lowest or accepted bona fide contractor's proposal received for any or all portions of the project including accepted alternate proposals plus accepted equipment bids.

C. When labor or material is furnished by the owner below its market cost, the construction cost of the work shall be computed on its current market cost.

D. No deduction shall be made from the architect's compensation on account of penalty, liquidated damages, or other sums withheld for payments to contractors.

VI. A. The school district board agrees to cause the architect to be paid for such services a fee of six percent (6%) of the project construction cost, which fee is herein referred to as the basic rate. Until contracts are awarded for the construction of the project the fee of the architect shall be based on the estimated cost as derived pursuant to the provision of architect's contract (section 1B2) Design Development, and thereafter the fee of the architect shall be based upon the actual construction cost and in no case shall this fee exceed the total amount encumbered for this agreement. All partial payments shall be credited against the total fee provided that the services to be performed under this contract are accepted as rendered and are carried on continuously to completion.

B. Payments shall be made to increase the compensation to the following percentages of the basic rate at the completion of each phase of the work:

a.	Schematic Design Phase	15%
b.	Design Development Phase.	30%
c.	Construction Document Phase	60%
d.	Receipt of Construction Bids	70%
e.	Completion of Project	100%

C. The architect shall be paid for the reproduction of contract documents in excess of twenty (20) complete sets excluding copies for architect's office use. The architect shall be reimbursed at the rate of $15.00 per complete set of contract documents in excess of the above twenty (20) sets, as ordered by the school district board.

VII. ACCOUNTING RECORDS OF THE ARCHITECT

Records of accounts between the school district board and contractor shall be kept on a generally recognized accounting basis and shall be available to the owner or his authorized representative at a mutually convenient time.

VIII. ABANDONMENT OR SUSPENSION

If any work ordered by the owner and designed or specified by the architect is abandoned or suspended in whole or in part by order of the owner, the architect is to be paid for the service rendered prior to receipt of notice of abandonment from the school district board in writing together with any terminal expense resulting from substantial abandonment.

IX. TERMINATION OF AGREEMENT

This agreement may be terminated by either party upon ten days' written notice should the other party fail substantially to perform in accordance with the terms through no fault of the other. If the school district board has failed to perform, the architect shall be paid for services rendered to termination date, including reimbursements then due, plus reasonable terminal expense.

A. Within thirty days after the approved date of this agreement, the school district board and the superintendent of public instruction and the architect shall mutually agree upon (1) a date for the completion of drawings, specifications and other documents ready for use in advertising for bids, and (2) a schedule of dates for the production of the several stages of documents, referred to herein in section B, part 1, hereof under the architect's services, including the time allowance for obtaining the approvals for the preliminary drawings and the basic drawings required hereinbefore.

If the architect fails to prosecute the preparation of the drawings, specifications, and other documents with such diligence as will maintain the production schedule to insure completion by the date agreed upon, the school district board, after ten days' written notice to the architect of its intention so to do, may terminate this agreement and may take possession of the incompleted documents and prosecute them to completion by contract or otherwise. No notice of intention to terminate this agreement on account of delay in production of documents shall be issued within the twenty day period immediately preceding the date agreed upon for the completion of the documents.

B. If the architect shall fail to prepare adequate drawings and specifications or to provide proper supervision as hereinbefore required or shall persistently or repeatedly refuse or fail to regard instructions of the school district board or otherwise act in substantial violation of the terms of this agreement, then the school district board upon ten days' written notice of its intention so to do, may terminate this agreement and have the incompleted services required by this agreement performed by contract or otherwise; or it may, at its discretion, terminate the agreement at any one of the three stages, to wit: at the completion of preliminary, basic, or the working drawings. If the contract is terminated by the school district board the architect shall be paid for that portion of services which shall have received prior approval of the school district board and the owner.

C. The school district board may terminate the work under this contract when in its judgment the architect or any representative employee of the architect is incompetent or is not rendering satisfactory service.

X. OWNERSHIP OF DOCUMENTS

Drawings and specifications as instruments of service are the property of the architect whether the project for which they are made be executed or not. They are not to be used on other projects except by agreement in writing.

XI. CHANGES IN DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

The architect shall make no changes in the final approved drawings and specifications or other documents without first securing approval of the school district board and the owner; but it shall be the duty of the architect to suggest to the school district board at any time, changes for the improvement of the structure to expedite the completion or to reduce the cost without impairment to the quality.

XII. INSURANCE TO BE CARRIED BY THE ARCHITECT

The architect shall carry insurance to protect him from claims under workmen's compensation acts; from claims for damages because of bodily injury, including death to his employees, and the public, and from claims for property damage.

XIII. SUCCESSORS AND ASSIGNS

The school district board and the architect each binds itself/himself, his partners, successors, legal representatives, and assigns to the other party of this agreement and to the partners, successors, legal representatives, and assigns of such other party in respect to all covenants of this agreement. Except as shown, neither the school district board nor the architect shall assign, sublet or transfer its/his interest in this agreement without the written consent of the other.

XIV. SPECIAL PROVISIONS (list deletions, additions, or other modifications here) .

It is understood and agreed by the parties hereto that the school district board, in executing this contract is acting as agent for the state board of education and as such is subject to the limitations provided in the contract between the state board and the school district board and to the limitations provided by law.

The school district board and the architect hereby agree to the full performance of the covenants contained herein.

In witness whereof, the parties hereto have hereunto set their hands on the day and year first above mentioned, the state of Ohio signing these presents through the _____ school district board, executed by its president and clerk.

_____ SCHOOL DISTRICT BOARD

_____ _____
President of the School District Board

_____ Architect

_____
Clerk of the School District Board

I hereby approve the foregoing contract.

Signed _____
Superintendent of Public Instruction

Dated _____